



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

October 20, 2005

IN REPLY PLEASE

REFER TO FILE: **PD-2**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AVALON BOULEVARD OVER DOMINGUEZ CHANNEL,  
WILMINGTON AVENUE AND 223RD STREET OVER DOMINGUEZ CHANNEL, AND  
SANTA FE AVENUE UNDER THE UNION PACIFIC RAILROAD  
CITY OF CARSON-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 2  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the project to seismically retrofit the bridges on Avalon Boulevard over Dominguez Channel, Wilmington Avenue and 223rd Street over Dominguez Channel, and Santa Fe Avenue under the Union Pacific Railroad, which are entirely within the City of Carson, is statutorily exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the cooperative Agreement with the City of Carson. The Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Replacement and Rehabilitation Program with the City to finance the non-Federally reimbursable portion of the construction cost, currently estimated to be \$297,000, by assigning a portion of its available Federal Surface Transportation Program funds to the County in lieu of cash.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County and the City of Carson propose to seismically retrofit the bridges on Avalon Boulevard over Dominguez Channel, Wilmington Avenue and 223rd Street over Dominguez Channel, and Santa Fe Avenue under the Union Pacific Railroad, which are entirely within the City. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the financing of the project.

Section 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence. By improving the safety of the bridges on Avalon Boulevard over Dominguez Channel, Wilmington Avenue and 223rd Street over Dominguez Channel, and Santa Fe Avenue under the Union Pacific Railroad, residents of the City of Carson and the unincorporated County area who travel on these bridges will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The construction cost of the project is currently estimated to be \$1,443,000 with Federal reimbursement estimated to be \$1,146,000. The City of Carson is to finance the non-Federally reimbursable local agency share of the construction cost, currently estimated to be \$297,000. This project is included in the Fiscal Year 2005-06 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Replacement and Rehabilitation Program and utilize Federal funds for all eligible expenditures with the City to finance the non-Federally reimbursable local agency portion of the construction cost by assigning a portion of its available Federal STP funds to the County in lieu of cash.

The Honorable Board of Supervisors  
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### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Based on the scope of work, the proposed project is statutorily exempt pursuant to the California Environmental Quality Act, Section 21080 (b) (4) of the Public Resources Code, and Section 180.2 of the Streets and Highway Code.

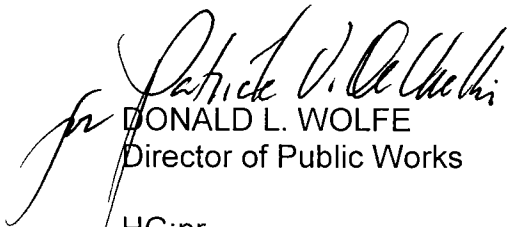
### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Avalon Boulevard, Santa Fe Avenue, and Wilmington Avenue and 223rd Street are on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

### **CONCLUSION**

Enclosed are three copies of the Agreement, which have been approved by the City of Carson and approved as to form by County Counsel. Upon approval, please return the copies marked CITY ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,



DONALD L. WOLFE  
Director of Public Works

HG:pr

C060416

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Enc.

cc: Chief Administrative Office  
County Counsel

## A G R E E M E N T

This AGREEMENT, made and entered into by and between the CITY OF CARSON, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## W I T N E S S E T H

WHEREAS, Avalon Boulevard, Wilmington Avenue, 223rd Street, and Santa Fe Avenue are on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to seismically retrofit the bridges on Avalon Boulevard over Dominguez Channel, Wilmington Avenue and 223rd Street over Dominguez Channel, and Santa Fe Avenue under the Union Pacific Railroad, which work is hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is entirely within the geographical boundaries of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform, or cause to be performed, all work necessary to complete PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Highway Bridge Replacement and Rehabilitation (HBRR) Program; and

WHEREAS, the preliminary engineering for PROJECT was entirely financed with Federal and State funds; and

WHEREAS, "CONSTRUCTION COST OF PROJECT" includes the costs of construction contract, contract administration, construction inspection and engineering, equipment and system testing, utility engineering and relocation, and traffic detour for PROJECT, as more fully set forth herein; and

WHEREAS, CONSTRUCTION COST OF PROJECT is currently estimated to be One Million Four Hundred Forty-three Thousand and 00/100 Dollars (\$1,443,000.00), with Federal reimbursement estimated to be One Million One Hundred Forty-six Thousand and 00/100 Dollars (\$1,146,000.00); and

WHEREAS, CITY is willing to finance the non-Federally reimbursable local agency share of CONSTRUCTION COST OF PROJECT, currently estimated to be Two Hundred Ninety-seven Thousand and 00/100 Dollars (\$297,000.00); and

WHEREAS, CITY proposes to finance the non-Federally reimbursable local agency share of CONSTRUCTION COST OF PROJECT by assigning a portion of its available Federal Surface Transportation Program (STP) funds to COUNTY in lieu of cash; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of STP funds between public agencies; and

WHEREAS, COUNTY is willing to accept CITY'S assignment of STP funds in lieu of cash; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. "CONSTRUCTION COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of construction contract, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and system testing, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. "Preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; traffic index and geometric investigation; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. "Construction contract," as referred to in this AGREEMENT, shall consist of the total of all payments to the contractor for PROJECT.
- d. "LOCAL SHARE OF COSTS," as referred to in this AGREEMENT, shall consist of CONSTRUCTION COST OF PROJECT less any reimbursement received by COUNTY under the Federal HBRR Program.

(2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To assign STP funds to COUNTY, in lieu of cash, to finance LOCAL SHARE OF COSTS, currently estimated to be Two Hundred Ninety-seven Thousand and 00/100 Dollars (\$297,000.00). Such assignment shall be effective upon full execution of this AGREEMENT with no further action required by CITY.
- c. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility facilities and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- d. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- e. Upon approval of construction plans for PROJECT to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct PROJECT within CITY'S jurisdiction.
- f. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT.

(3) COUNTY AGREES:

- a. To perform or cause to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration and all work necessary to complete PROJECT under the Federal HBRR Program.
- b. To accept CITY'S assignment of STP funds in lieu of cash.

- c. To apply for Federal HBRR funding to finance a portion of CONSTRUCTION COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs including an itemization of actual unit costs and actual contract quantities; all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for COUNTY'S performance as specified in paragraph (3) a., above.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of CONSTRUCTION COST OF PROJECT shall include an itemization of unit costs, actual quantities and costs, and include reimbursement received under the Federal HBRR Program.
- b. CITY'S total actual assignment of STP funds shall be an amount equal to LOCAL SHARE OF COSTS, as set forth in paragraph (2) a., above, based on the final accounting.
- c. If at final accounting LOCAL SHARE OF COSTS exceeds CITY'S assignment, as set forth in paragraph (2) b., CITY shall pay to COUNTY the additional amount upon demand or assign additional CITY STP funds to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said assignment, COUNTY shall credit the difference to CITY'S available STP funds within thirty (30) days of the date COUNTY furnishes CITY with the final accounting.
- d. That if CITY'S payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services AGREEMENT executed by the parties to this AGREEMENT currently in effect.
- e. That if CITY'S payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said

invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

- f. CITY shall review the final accounting invoice for CONSTRUCTION COST OF PROJECT prepared by COUNTY and report to COUNTY in writing any discrepancies within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. CITY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY'S inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Victor Rollinger  
Development Services General Manager/City Engineer  
City of Carson  
701 East Carson Street  
Carson, CA 90749

COUNTY: Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority,



or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- l. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an AGREEMENT (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- m. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32372 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF CARSON on \_\_\_\_\_, 2005, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2005.

COUNTY OF LOS ANGELES

ATTEST:

By \_\_\_\_\_  
Chair, Board of Supervisors

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

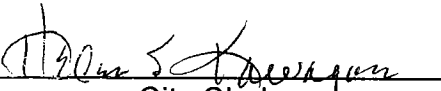
RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy

CITY OF CARSON

By   
Mayor

ATTEST:

By   
City Clerk 9-08-05

By   
City Attorney